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INSTITUTE OF GEOMATICS
STOCKTON

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UNIVERSITY OF CALIFORNIA

REQUEST FOR PROPOSAL
TO DEVELOP
MANAGEMENT
EVALUATION STUDIES



STOCKTON, CAL.

August 1, 1975

Solicitation No. 901

Gentlemen and Ladies:

The City of Stockton has received a 701 Comprehensive Planning Grant (Project No. CPA-CA-09-39-1061) in the amount of \$59,000 from the U. S. Department of Housing and Urban Development. This grant, combined with the City's local share, brings the total estimated project cost to \$88,500.

It is estimated that this contract will be in the range of between \$60,000-\$69,000. The City will not necessarily accept the lowest proposal, but the contract will be awarded to the firm with the best proposal.

Enclosed are documents to assist you in submitting a proposal as follows:

1. Solicitation offer and award documents (CS #1).
2. Solicitation instructions and conditions (CS #2).
3. Special provisions with attachment A (CS #3).
4. General provisions (CS #4).
5. Additional solicitation instructions and conditions (CS #5).

The Consultant's proposal is to include but not limited to the following:

1. Candidate's experience and background including any previous HUD projects.

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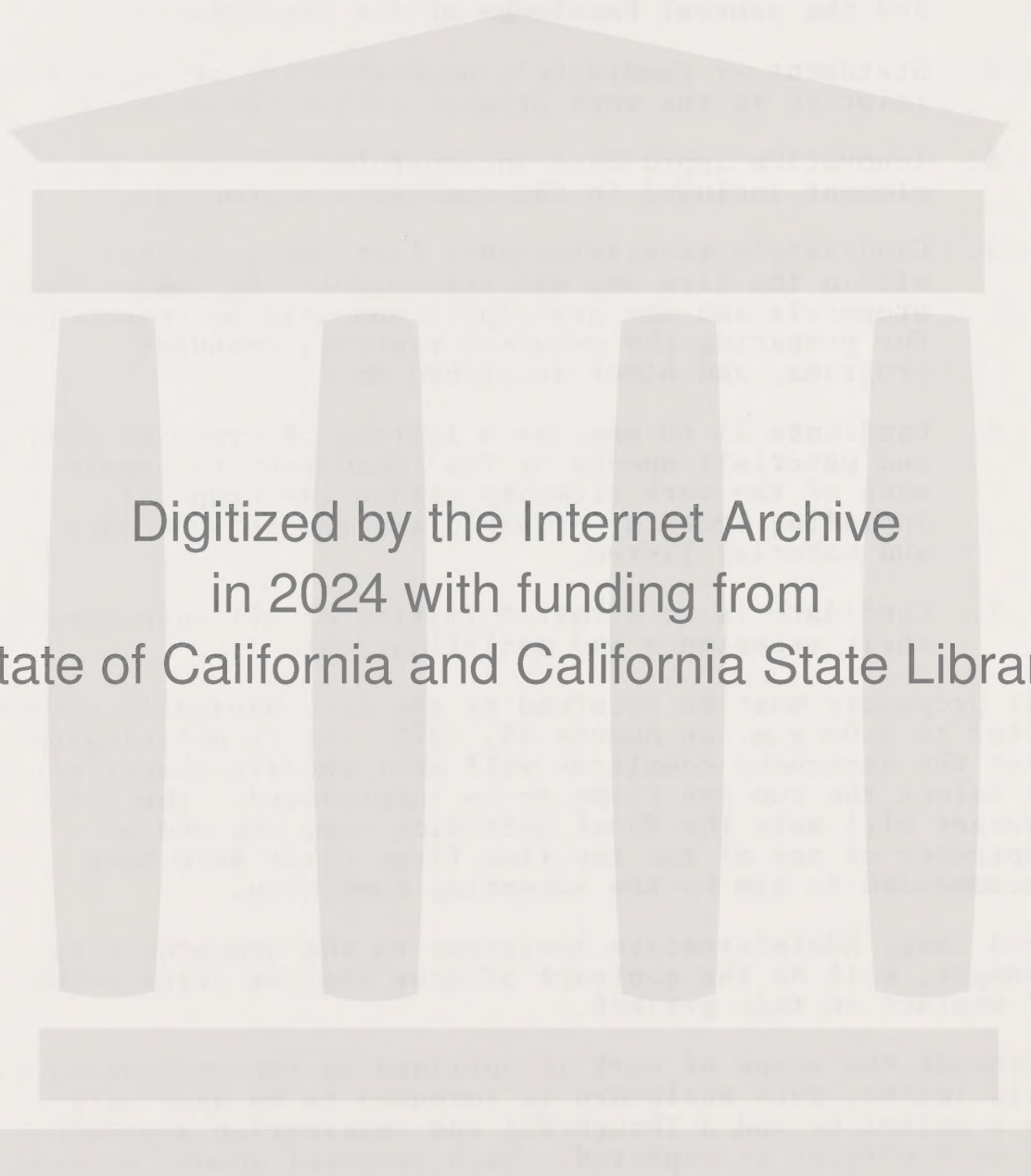
UNIVERSITY OF CALIFORNIA

2. Candidate's knowledge and understanding of the intricacies of the problems related to the study and the general knowledge of the Stockton area.
3. Statement of candidate's understanding of objectives relative to the work program within the proposal.
4. Innovative approaches incorporated in each work element included in the candidate's proposal.
5. Candidate's associates must list the principals within the firm who are responsible for making the proposals and the principals who will be responsible for preparing the required reports, computer programs, and other described work.
6. Candidate is to provide a listing of types of data and materials needed by the consultant to complete each of the work elements within the proposal, including known or probable sources of such data and material listed.
7. Candidate is to submit a listing of all subcontractors, their experience and qualifications.

All proposals must be received by the City Manager's Office prior to 5:00 p.m. on August 29, 1975. It is anticipated that the screening committee will meet shortly thereafter to select the top ten firms to be interviewed. The City Manager will make the final selection near the end of September of one of the top five firms which have been recommended to him by the screening committee.

Fred Lang, Administrative Assistant to the Stockton City Manager, will be the contract officer and the prime point of contact on this project.

Although the scope of work is outlined in the enclosures to this letter, this enclosure is intended to be used only as a guideline and a thoughtful and imaginative approach by each offeror is expected. Each proposal should include the detailed cost breakdown and a list of personnel who will be working on the project along with a brief resume showing qualifications and experience of such personnel.



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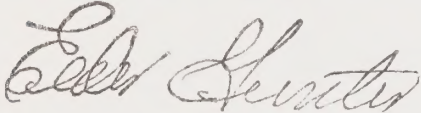
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August 1, 1975

The evaluation of the proposal submitted will be based not only upon cost, but also upon each firm's capability, its experience and approach. The final selection of the firm for performance of the contract work will be made by the City Manager. The City of Stockton reserves the right to reject any or all proposals.

The City of Stockton encourages personal visits to their offices by prospective candidates making proposals. It is hoped that this on-going Consultant/City staff relationship will go into the study process. It should be pointed out that the consultant should avail himself greatly of any staff input so that the end product will be both meaningful and acceptable to the City of Stockton.

If there are any questions concerning the comments within this letter of invitation, please feel free to contact Fred Lang, of my staff.

A handwritten signature in cursive script, appearing to read "Elder Gunter".

ELDER GUNTER
CITY MANAGER

EG/FML:cm

CITY OF STOCKTON
SOLICITATION OFFER AND AWARD

1. Issued August 1, 1975
(Date)
2. Issued by City of Stockton
City Hall
425 North El Dorado St.
Stockton, CA 95202
3. Address Offer to: Elder Gunter
City Manager
City Hall
425 North El Dorado Street
Stockton, CA 95202
Attention: Fred M. Lang, Administrative Assistant
4. Sealed offers in original and 2 copies for furnishing the supplies and services described in the schedule included herewith will be received at the place specified in item 3, above, or if hand carried, in the office of Elder Gunter, City Manager, City Hall, 425 North El Dorado Street, Stockton, CA 95202, no later than 5:00 p.m., August 29, 1975.
5. For information concerning this offer, call Fred M. Lang
(209) 944-8420
6. All offers are subject to the following:
 - a. The attached Solicitation Instructions & Conditions.
 - b. The General Provisions and Special Provisions.
 - c. The schedule included below as item 7.
7. Supplies and/or Services being procured:

The work is described in attachment "A" - Task Description of CS #3 Special Provisions.

Offer

8. In compliance with the above, the undersigned offers and agrees, if this offer is accepted within 60 calendar days from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified by this schedule.
9. Offeror Name & Address: _____

Area Code & Telephone No.: _____

10. Name and Title of Person authorized to sign offer:

11. Signature of Person authorized by item 10:

12. Offer Date: _____

Award

13. Accepted by the City of Stockton

14. Amount of Award:

\$ _____

15. Award Date: _____

16. Payment will be made by: the City at the completion of 25% of the
work; 50%; 75%; and 90%. The final
10% at project completion (see CS #3 -
Article VII).

17. Accepted by Offeror: _____

18. Date Accepted: _____

(continued)

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGEMENTS

The Offeror represents and certifies as part of his offer that:
(Strike out parts not applicable).

1. SMALL BUSINESS (See Par. 10 of Solicitation Instructions and Conditions)

He is/is not, a small business concern. If Offeror is a small business concern and is not the manufacturer of the supplies offered, he also represents that all supplies to be furnished hereunder will/will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico.

2. TYPE OF BUSINESS ORGANIZATION

He operates as ___ an individual, ___ a partnership, ___ a nonprofit organization, ___ a corporation, incorporated under the laws of the State of _____.

3. EQUAL OPPORTUNITY

He has/has not, participated in a previous contract or sub-contract subject either to the Equal Opportunity clause herein or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; that he has/has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

4. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION (See Par. 13 of Solicitation Instructions and Conditions)

(a) By submission of this offer, the Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) the prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the

case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

- (3) no attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person signing this offer certifies that:

- (1) he is the person in the offeror's organization responsible within that organization for the decision as the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above; or
- (2) (i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate in any action contrary to (a) (1) through (a) (3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

SOLICITATION INSTRUCTIONS AND CONDITIONS

1. PREPARATION OF OFFERS.

(a) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print or type his name on the Schedule and each Continuation Sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office. The total price (amount of the offer) will be entered in Item No. 14 of the City of Stockton CS #1.

2. EXPLANATION TO OFFERORS.

Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment of the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

3. ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS.

Receipt of an amendment to a solicitation by an offeror must be acknowledged by letter or telegram. Such acknowledgement must be received prior to the hour and date specified for receipt of offers.

4. SUBMISSION OF OFFERS.

(a) Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by telegraphic notice, provided such notice is received prior to the hour and date specified for receipt.

5. MODIFICATION OR WITHDRAWAL OF OFFERS.

(a) This offer may be modified or withdrawn by written or telegraphic notice received at any time prior to award. Offers may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer prior to award.

6. AWARD OF CONTRACT.

(a) The contract will be awarded to that responsible offeror whose offer conforming to the solicitation will be most advantageous to the City of Stockton, price and other factors considered.

(b) The City of Stockton reserves the right to reject any or all offers and to waive information and minor irregularities in offers received.

(c) A written award (or Acceptance of Offer) mailed (or otherwise furnished) to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

The following paragraphs (e) through (h) apply only to negotiated solicitations:

(d) The City of Stockton may accept within the time specified therein, any offer (or part thereof, as provided in (c) above), whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the City of Stockton prior to award. If subsequent negotiations are conducted, they shall not constitute a rejection or counter offer on the part of the City of Stockton.

(e) The right is reserved to accept other than the lowest offer and to reject any or all offers.

(f) The City of Stockton may award a contract, based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable items from a price and technical standpoint which the offeror can submit to the City of Stockton.

(g) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not form a part of any resulting contract; provided, however, that if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

7. City of Stockton Furnished Property.

No material, labor, or facilities will be furnished by the City of Stockton unless otherwise provided for in the solicitation.

8. LABOR INFORMATION.

General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-330), and the Service Contract Act of 1965 (41 U.S.C. 351-357) may be obtained from the Department of Labor, Washington, D.C. 20210, or from any regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

9. SELLER'S INVOICES.

Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless other specified. Invoices shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals.

10. SMALL BUSINESS CONCERN.

A small business concern for the purpose of this procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is submitting offers on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

11. PARENT COMPANY.

A parent company for the purpose of this offer is a company which either owns or controls the activities and basic business policies of the offeror. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the offeror, such other company is considered the parent company of the offeror. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.

12. EMPLOYER'S IDENTIFICATION NUMBER.

(Applicable only to advertised solicitations.) The offeror shall insert in the applicable space on the offer form, if he has no parent company, his own Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941), or, if he has a parent company, the Employer's Identification Number of his parent company.

13. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION.

(a) This certification on the offer form is not applicable to a foreign offeror submitting an offer for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(b) An offer will not be considered for award where (a) (1), (a) (3), or (b) of the certification has been deleted or modified. Where (a) (2) of the certification has been deleted or modified, the offer will not be considered for award unless the offeror furnishes with the offer a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

14. ORDER OF PRECEDENCE.

In the event of an inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) The Schedule; (b) Solicitation Instructions and Conditions; (c) General Provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and (e) the specifications.

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SPECIAL PROVISIONS

ARTICLE I - SCOPE OF WORK

The Contractor, as an independent contractor and not as an agent of the Government shall provide all necessary qualified personnel, materials, and facilities to perform the work required by the attached Task Description (Attachment "A").

ARTICLE II - PERIOD OF PERFORMANCE

The work required to be performed which is referred to in Article I above shall be accomplished no later than May 21, 1976 except as modified in the Task Description (Attachment "A") or unless otherwise stated in the contractor proposal and accepted by the government. No extensions of time will be granted and forfeiture of not less than 10 percent of this contract amount may be retained by City of Stockton for failure to meet this deadline.

ARTICLE III - REPORTING REQUIREMENTS

A. Progress Reports and Draft Final Report

1. One month after the effective date of the contract, and monthly hereafter, the Contractor will prepare and submit to the Stockton City Manager or his authorized representative an original and two (2) copies, a progress report advising as to work done during the reporting period, work forecast for the following reporting period, name, title, and man-hours of each of the professional personnel assigned to the work, and such additional information, findings, and recommendations as will assist the City of Stockton in evaluating progress.
2. No later than April 30, 1976, the Contractor shall submit five (5) copies of a comprehensive draft final report which documents and summarizes the results of this project including findings and recommendations. Such report shall include all necessary data, maps and exhibits in support of the findings and recommendations as well as a brief summary of the work accomplished including the study's objectives, scope, methodology, information obtained and conclusions reached.

The City of Stockton will review the draft and return it with comments to the Contractor within 10 days.

In the event the City of Stockton
does not return the draft report to the Contractor
within the prescribed period, the Contractor shall be
permitted an extra day for each day of delay by the
in the time required for submission of the
final report. The City of Stockton
shall not be liable for any increased costs by reason
of any such delay.

B. Final Report

On or before the completion date agreed to, the Contractor
shall prepare a final report based on the approved draft final
report incorporating the comments made by the
City of Stockton. The final report will be
prepared in accordance with specifications set forth in
Article XIX and submitted in the following format:

200 copies delivered to the Stockton City Manager's Office
no later than May 21, 1976.

ARTICLE IV - SUBMISSION OF REPORTS

Copies of each progress report, draft final report, and the
final report shall be delivered to the Stockton City
Manager's Office, City of Stockton.

ARTICLE V - FOLLOW-UP DETERMINATION BY CONTRACTOR

Not applicable.

ARTICLE VI - LEVEL OF EFFORT AND DURATION OF PROJECT

The level of effort estimated by the Government to perform the above
study is approximately 11 professional man-months over a period
of 8 months. This estimate is not a
firm figure but rather is intended to reflect the order of magnitude
at which the project was appraised. Proposal may depart from this
estimate as the characteristics and capabilities of his organization.

Offerors will specify the number of professional man-days that will be allotted to the work.

ARTICLE VII - CONSIDERATION AND METHOD OF PAYMENT

The total amount of the City of Stockton's obligation hereunder shall be that amount shown in Item 14 on the face of this solicitation. Payment will be made in accordance with Clause 2 - Payment, of the General Provisions attached hereto, unless otherwise agreed to in writing. Not more than 10% of the total contract amount will be withheld until the City of Stockton has officially accepted the entire project as outlined in the Task Description Attachment "A".

ARTICLE VIII - SUBMISSION OF PROPOSAL

By submitting this proposal, the offeror has no objection to Groups outside the U. S. Dept. of Housing & Urban Dev. participating in the evaluation of proposals. It is understood that everything contained in the proposal will be held strictly confidential.

ARTICLE IX - SUBCONTRACTING

Except as otherwise provided herein, the Contractor shall not enter into subcontracts for any of the work contemplated under this contract without obtaining the prior written approval of the Stockton City Manager or his authorized representative and subject to such conditions and provisions as he may deem necessary, in his discretion, to protect the interests of the City of Stockton ; provided, however, that notwithstanding the foregoing, unless otherwise provided herein, such prior written approval shall not be required for the purchase by the Contractor of articles, supplies, equipment and services which are both necessary for and merely incidental to the performance of the work required under this contract; provided, further, however, that no provision of this clause and no such approval by the Stockton City Manager or his authorized representative of any subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the City of Stockton in addition to the total contract price.

ARTICLE X - RIGHTS IN DATA, COPYRIGHTS, DISCLOSURE AND PUBLICATION

- A. Definition. - The term "Data" as used herein includes written reports and recommendations (Progress and/or Equal), drawings or other graphic representations, and work of any similar nature which are required to be delivered under this contract. It does not include financial reports, or other information incidental to contract administration.
- B. Rights in Data. - The data submitted to and accepted by the City of Stockton under this contract shall be the property of the City and the City shall have full rights to use such data for any purpose in whatever manner deemed

desirable and appropriate. Such use shall be without any additional payment to or need for approval by the Contractor.

C. Copyrights.

1. The Contractor relinquishes any and all copyrights and/or copyright rights and/or privileges to the data developed under this contract, such data being the sole property of the City of Stockton. The Contractor will not publish any data, in whole or in part, developed under this contract without the express authority of the City of Stockton. In the event authority is granted to publish any data, in whole or in part, the data shall be identified by such phrasing as: "This data is the result of tax-supported research. It may be freely reprinted with the customary crediting of the source."
2. Data reproduced and/or distributed by the Contractor shall not indicate that any of the findings, conclusions, or recommendations in the data are endorsed by the City of Stockton.
3. The Contractor shall not include in the data any copyrighted matter, unless the Contractor provides the City of Stockton with the written permission of the copyright owner for the City to use such copyrighted matter.

D. Disclosure.

1. All reports and recommendations prepared by the Contractor under this contract and/or unpublished material furnished to the Contractor by the City of Stockton shall be treated as confidential by the Contractor and any subcontractor, and shall not, without written approval by the Stockton City Manager or his authorized representative be made available to any person or party except as otherwise expressly provided for in this contract.
2. Unauthorized use and/or disclosure by the Contractor or any subcontractor of such reports or recommendations prior to the completion of the work hereunder shall constitute a breach of this contract upon which the City of Stockton may, by written notice to the Contractor, terminate the whole or any part of this contract, recover damages to the extent of any loss of value suffered hereunder by the City of Stockton as a result of said breach of contract, and require the Contractor and any subcontractor to return to the City all materials, information, reports and recommendations resulting from this contract. In the event the City of Stockton terminates this contract in whole or in part as provided above, the City may procure, upon such terms and in such manner as the Stockton City Manager

may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the City of Stockton for any excess costs for such similar services. The Contractor shall continue the performance of this contract to the extent not terminated under the above provisions.

3. In the event of any violation by the Contractor or any subcontractor of the provisions of Paragraph "1" of this article, subsequent to completion of the work hereunder, the City of Stockton may recover from the Contractor or any subcontractor damages to the extent of any loss of value suffered by the City as a result of said violation.
4. Except as otherwise authorized in writing by the Stockton City Manager or his authorized representative, the Contractor shall: (1) obtain written agreements from its employees and all other persons who perform any part of the work under this contract, except such clerical and manual labor personnel as will have no access to technical data, and (2) insert the applicable provisions of "D", "1", "2", and "3" of this article into any and all subcontracts making said provisions applicable to the subcontractor and its employees.

ARTICLE XI - ACCESS OF RECORDS AND RIGHT TO AUDIT

- A. The Contractor agrees that the City of Stockton or their duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract.
- B. The Contractor further agrees to require all subcontractors under this contract, if any, to agree to the "access of records and right to audit" clause as provided in paragraph A of this article, for subcontracts in excess of \$2,500.00.

ARTICLE XII - TERMINATION FOR CONVENIENCE OF THE CITY OF STOCKTON

The Stockton City Manager or his authorized representative, by written notice to the Contractor, may terminate this contract in whole or in part for the convenience of the City whenever he determines that such action is in the best interest of the City. If this contract is so terminated, the Contractor shall be compensated in accordance with the provisions of "Federal Procurement Regulations" Subpart 1-8.701 in effect as of the effective date of this contract, such regulations are incorporated by reference as part of this contract. (If the Contractor is a nonprofit organization, or an educational institution Subpart 1-8.704-1 applies.)

ARTICLE XIII - FEDERAL, STATE, AND LOCAL TAXES

- A. Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties.
- B. Nevertheless, with respect to any Federal excise tax or duty on the transactions or property covered by this contract, if a statute, court decision, written ruling, or regulation takes effect after the contract date, and ...
1. Results in the Contractor being required to pay or bear the burden of any such Federal excise tax or duty or increase in the rate thereof which would not otherwise have been payable on such transactions or property, the contract price shall be increased by the amount of such tax or duty or rate increase: PROVIDED, That the Contractor if requested by the Stockton City Manager or his authorized representative warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price as a contingency reserve or otherwise; or
 2. Results in the Contractor not being required to pay or bear the burden of, or in his obtaining a refund or drawback of, any such Federal excise tax or duty which would otherwise have been payable on such transactions or property or which was the basis of an increase in the contract price, the contract price shall be decreased by the amount of the relief, refund, or drawback, or that amount shall be paid to City of Stockton as directed by the Stockton City Manager. The contract price shall be similarly decreased if the Contractor, through his fault or negligence or his failure to follow instructions of the Stockton City Manager is required to pay or bear the burden of, or does not obtain a refund or drawback of, any such Federal excise tax or duty.
- C. No adjustment pursuant to paragraph B above will be made under this contract unless the aggregate amount thereof is or may reasonably be expected to be over \$100.
- D. As used in paragraph B above, the term "contract date" means the date set for the bid opening, or if this is a negotiated contract, the date of this contract. As to additional supplies or services procured by modification to this contract, the term "contract date" means the date of such modification.
- E. Unless there does not exist any reasonable basis to sustain an exemption, the Stockton City Manager upon request of the Contractor, without further liability, agrees, except as otherwise provided in this contract, to furnish evidence appropriate to establish exemption from any tax which the Contractor warrants in writing was excluded from the contract price. In

addition, the Stockton City Manager or his authorized representative may furnish evidence to establish exemption from any tax that may, pursuant to this clause, give rise to either an increase or decrease in the contract price. Except as otherwise provided in this contract, evidence appropriate to establish exemption from duties will be furnished only at the direction of the Stockton City Manager or his authorized representative.

- F. The Contractor shall promptly notify the Stockton City Manager or his authorized representative of matters which will result in either an increase or decrease in the contract price, and shall take action with respect thereto as directed by the Stockton City Manager or his authorized representative.

ARTICLE XIV - QUESTIONNAIRES AND SURVEYS

In the event the performance of this contract requires the solicitation of the same or similar information from ten or more persons other than Federal or California State employees, the Contractor shall, prior to use, obtain from the Stockton City Manager or his authorized representative approval of the use of the questionnaire, survey plan or other document which is intended to secure such information. In the event the performance of the work under the contract is delayed in securing approval of the subject documents, through no fault of the Contractor, the Contractor shall be entitled to an equitable adjustment of the time required for performance of this contract. This requirement for approval shall not only apply to information which is not specifically required by the contract to be collected but which is sought by the Contractor as incidental to or in support of his contract work. In this regard, the Contractor, if collecting information from the public on his own initiative, shall not in any way represent that the information is being collected by or for the City of Stockton.

ARTICLE XV - DUPLICATION OF EFFORT

The Contractor hereby certifies that costs for work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The Contractor will include the provisions of this paragraph in every subcontract issued hereunder which exceeds \$2,500. The Contractor agrees to advise the Stockton City Manager or his authorized representative in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract.

ARTICLE XVI - NOTICE TO THE CITY OF STOCKTON REGARDING
DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Stockton City Manager or his authorized representative in writing, giving pertinent details; provided, however, that this data shall be informational only in character, and that this provision shall not be construed as a waiver by the City of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

ARTICLE XVII - KEY PERSONNEL

It having been determined that the individuals named in the Contractor's proposal and/or such other individuals who are to be assigned to work under this contract as a result of negotiations, are necessary for the successful performance of this contract, the Contractor agrees that whenever for any reason, one or more of the aforementioned individuals are unavailable for performance under this contract, the Contractor agrees to replace such individual(s) with an individual(s) of substantially equal abilities and qualifications. In this connection, the Contractor shall submit to the Stockton City Manager or his authorized representative in duplicate, a resume giving the full name, title, date and place of birth, qualifications, and experience, for all successor or new personnel prior to assignment of such personnel to perform work under the contract, so that the Stockton City Manager or his authorized rep. may decide whether or not such successor personnel meet the qualifications of the replaced personnel, or in the case of new personnel, whether or not they are qualified to perform work assigned, and advise the Contractor accordingly.

ARTICLE XVIII - CONTRACT NOT AFFECTED BY ORAL AGREEMENT

No oral statement of any person shall modify or otherwise affect the statement of work, or other terms and conditions as herein stated. All modification to the contract must be made in writing by the Stockton City Manager or his authorized representative.

ARTICLE XIX - SPECIFICATIONS FOR FINAL REPORT

Dating of Final Report - The Final Report will be submitted in as many copies as called for by Article III, B (1), and will be dated for the month and year in which it is received by the City of Stockton. It will not be dated upon completion by the Contractor. Determination of the date will be as follows:

1. Reports arriving at the Stockton City Manager's Office on or before the 15th of a month will be dated for that month.
2. Reports received after the 15th will be dated the following month.

Text Preparation - The text will be prepared on black carbon ribbon typewriter, single column, single spaced, unjustified on either 8" x 10-1/2" or 8-1/2" x 11" standard white bond paper.

Image size will be 6-1/2" x 9", centered top, sides and bottom on the page.

Folio will appear at the bottom of the page, centered.

The photo-reproducible "HUD Logo" will be supplied by HUD for reproduction full size on the cover page of the report, preferably in the upper right hand corner.

Illustrations - If graphs, charts, line drawings and photographs are used, original art and/or continuous tone glossy prints are to be submitted and are not to exceed specified image size of 6-1/2" x 9".

Reproducibles - Not applicable

Miscellaneous - Neither the reproducibles, nor the copies, will show any contractor identification on any page other than on the title page.

Disclaimer - The following disclaimer statement will appear on the title page of each report:

"These management evaluation studies were accomplished by a professional consultant under contract with the City of Stockton and a HUD 701 Comprehensive Planning Assistance Grant. Statements, findings, conclusions, recommendations, and other data in this report are solely those of the contractor and do not necessarily reflect the views of the City of Stockton. "

Mailing Address

Elder Gunter, City Manager
City Hall
425 North El Dorado Street
Stockton, CA 95202
Attention: Fred M. Lang, Administrative Assistant

ARTICLE XX - COMPLIANCE WITH LAWS

The contractor shall comply with all applicable laws and rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees necessary for such performance. In addition, the Contractor, at his own expense, shall obtain and maintain the necessary

permits, franchises, licenses and other authorities required for lawfully performing the services required under this contract.

ARTICLE XXI - EVIDENCE OF RIGHTS OF ENTRY UPON LAND

The Contractor warrants that he has secured all necessary permits, licenses, and/or other written evidence of rights of entry to drill and/or trench in the area of study and that he assumes all responsibilities, costs and charges in connection therewith, and shall comply with applicable Federal and State laws and regulations including any bonds that may be required by such laws.

ARTICLE XXII - REFERENCES AND APPENDICES

- A. Solicitation Offer and Award of Documents (CS #1).
- B. Solicitation Instructions and Conditions (CS #2).
- C. General Provisions (CS #4).
- D. Additional Solicitations Instructions and Conditions (CS #5).

The lettered items listed above are incorporated herein by reference and a copy of same has been furnished to the contractor.

ATTACHMENT "A"
DESCRIPTION OF TASKS

It should be understood that the City of Stockton will select one consulting firm to perform all of the tasks described in this attachment. Under no circumstances will the City divide the tasks between consultants and any response (to our RFP) which attempts to accomplish that end will be considered unresponsive and the RFP submitted by that firm will not receive further consideration.

Over the previous three action years of the 701 Comprehensive Planning Grant Program, the City of Stockton has been involved in gathering and developing a data base of sufficient magnitude so that a "State of the City" report could be developed in the current action year. The third action year program was amended with approval by HUD to develop not only a "State of the City" report, but a management information center that could be used to visually display graphics relevant to the operation of each of the departments in one central location. Now that the proper foundation has been laid for a management information system, we propose to orient this year's program, as well as, the two succeeding year program efforts toward the development of executive management programs. In order to provide a better linkage of the data base to the management information center, the City must turn its resources toward the examination and investigation of how the City's data processing center can be better utilized by management. The tasks described in this attachment are designed as executive management programs. Only Tasks C, however, directly relates to the data processing center.

TASK A
HCD EVALUATION PROGRAM

The objective of this program is to evaluate the City's performance under the Housing and Community Development Act of 1974 through the review of the implementation process and conduct an indepth analysis of how the City's management capability to receive, manage, and implement State and Federal grant programs can be improved through the use of the data processing center.

A part of this evaluation will be accomplished in accordance with the guidelines set out in paragraph 570.900 "Performance Standards" of the rules and regulations which were published in the Federal Register on June 9, 1975 relating to the Community Development Block Grants. The evaluation will be made on these performance standards as related to the City's Housing and Community Development Grant application which was submitted to HUD:

1. Relocation
2. Acquisition
3. Equal Opportunity
4. Citizen Participation

The annual performance report as described in paragraph 570.906 which must be submitted by the City of Stockton to HUD will be prepared by the consultant. The final draft report must be made available to the City for their review not later than December 19, 1975 so that any comments that the City may have can be included in the final report. An original and 5 copies of the final report shall be delivered to the City Manager's Office not later than January 1, 1976. The minimum standards of the report format shall be prescribed by HUD.

The purpose of the analysis will be to determine how management decision making and grant management can be improved through the use of the data processing center. This analysis will be detailed in a report with recommendations for the creation of a management support system or unit for the City Manager which would have the following capabilities:

- a. Information analysis
- b. Program evaluation
- c. Policy analysis
- d. Technical assistance

A computer program will also be written by the consultant for the purpose of developing a system which will provide more effective computer output capability on all of the various grant programs in order to assist management in timely coordination and control.

TASK B DESIGN OF CITIZEN PARTICIPATION SYSTEM OR PROCEDURE

The objective of this program is to evaluate the existing citizen participation structure which includes the Community Development Committee (the only City-wide Citizen Participation Committee) and determine if it is being used effectively and productively. With the possibility of additional citizen participation requirements at both the federal and state levels, it is necessary that the City of Stockton prepare itself to meet the gradually increasing demands and complexities of these new requirements. It is expected that the following issues will be investigated:

1. Do citizens have access into the decision making process?
2. Is this access meaningful?
3. What can the City of Stockton do to generate increased citizen participation, awareness, and interest in governmental activities?
4. Examine the existing citizen participation procedure with a view toward opening up the process.

It is expected that other questions and issues will be investigated which will not be limited to the above.

Review and analyze the existing citizen participation procedure currently being used by the City of Stockton. Examine the existing and future trends in federal and state legislation and administrative regulations relating to this field and determine areas where improvement is needed. Analyze and make recommendations regarding a new procedure which will generate increase citizen participation and awareness of the governmental process of the City of Stockton in a structured manner.

Prepare a brochure or City handout which can be distributed at shopping centers, banks, chamber of commerce, schools, and other similar places of congregation. The purpose of the brochure is to explain the procedure by which a citizen can be heard at City Hall in respect to the decision making process and make the citizens of Stockton more aware of the local governmental process.

An effort should be made to make this brochure as "timeless" as possible so that it can be used again and again.

The work product will be 50,000 copies of a folded brochure-handout (minimum of 1 page) regarding the citizen participation procedure and the local governmental process in Stockton as described above.

TASK C DATA PROCESSING CENTER

Perhaps the best way to achieve an understanding of Stockton's objective is to consider the basic purposes of management information systems. Essentially, they 1) provide timely information to management, 2) aid in the allocation of resources, and 3) aid in the selection of alternatives. It is hoped that this task will assist the City in coming closer to reaching those objectives.

The primary purpose of this program is to conduct a study to determine how our data processing center can be better utilized by management.

A further analysis will be made by the consultant in order to determine the current capability of the data processing center with concurrent interviews to be held with the City Manager, Department Heads, and other top management officials to discover what the desired capability should be so that the immediate needs and requirements of management can be satisfied. It is anticipated that these issues will be investigated which will include, but not limited to the following:

1. An inventory should be made to determine management's requirements of the data processing center;
2. An interview and analysis of all alternatives open to the City regarding computer usage;
3. A study of the cost/benefit implications of these alternatives;
4. A determination should be made, through extensive interviews, regarding the desired computer capability level for the City;
5. A review and evaluation of those programs which are now being processed by the data processing center with a view toward increasing efficiency and productivity;
6. An investigation and examination of how the data processing center can assist in the implementation of contemporary personnel management program; computer programs involving the creation of a job skills bank and computerized sick and annual leave on the by-monthly payroll stubs will be written by the consultant;
7. A review and analysis of those programs which are not now on the computer, or only partially on the computer, to see if management communication and control can be improved by the development of additional comprehensive computer programs.

The consultant will also be involved in completely revising our personal services software. Existing computer programs will be analyzed and new programs rewritten, if necessary, so that basic payroll reporting, liabilities incurred in earned time, the employee ratings, support for career ladder, minority hiring and all of the cost factors relating to personal services in municipal budget can be improved. It is our belief that by concentrating a part of Task C to the perfection of personnel services reporting, we will have substantially improved our equal opportunity and affirmative action program. It is proposed to consider innovative approaches to both recording and reporting methods and processes.

The consultant will also develop a computerized record system which would greatly improve the management capability of the Stockton Fire Department. Specifically, it will permit a quick review of data that will enable the department to respond with appropriate remedial or preventive action. The Fire Department will be able to analyze and evaluate fire problems and false alarms by district; study the fire lost records by occupancy, geographical location, time of day, season, etc., enabling proper and reasonable counter measures. The computerized program will also be extremely valuable in scheduling, quality controls system, eliminate weak responses or oversights in any specific areas of training or instruction programs, including the administering of our permit fee system.

The consultant should review and analyze the current status of our data processing center with regard to the above to determine how our data processing center can be better utilized by management. The consultant will work with the staff to establish a close linkage between the data processing center and the management information center (MIC). Report and recommendations will be one of the work products expected for this study.

This project does not anticipate the purchase of any hardware equipment, but is limited to software studies and programs. It is anticipated that hardware procurements may be recommended to increase reporting capabilities and operational efficiency interfaced with program implementation in future program years.

GENERAL PROVISIONS

1. Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Stockton City Manager or his authorized representative.

2. Payments

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for services rendered and accepted. (see also CS #1)

3. Examination of Records

(The following clause is applicable if the amount of this contract exceeds \$2,500 and was entered into by means of negotiation, but is not applicable if this contract was entered into by means of formal advertising.)

- (a) The Contractor agrees that the City of Stockton
or
any of its duly authorized representatives shall, until expiration of 3 years after final payment under this contract have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this contract.
- (b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the City of Stockton
or its duly authorized representatives shall, until expiration of 3 years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$2,500, and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

4. Default

- (a) The City of Stockton may, subject to the provisions of paragraph (c) below, by written

notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

1. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
2. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the City of Stockton terminates this contract in whole or in part as provided in paragraph (a) of this clause, the City may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City of Stockton for any excess costs for such similar supplies or services: PROVIDED, That the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City of Stockton in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- (d) If this contract is terminated as provided in paragraph (a) of this clause, the City of Stockton in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the City in the manner and to the extent directed by the Contracting Officer, (1) any completed work as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated.

5. Disputes

- (a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Stockton City Manager or his authorized representative, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the City Manager or his authorized rep. shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the City Manager a written appeal. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Stockton City Manager or his authorized representative.
- (b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: PROVIDED, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

6. Notice and Assistance Regarding Patent and Copyright Infringement

The provisions of this clause shall be applicable only if the amount of this contract exceeds \$10,000.

- (a) The Contractor shall report to the Stockton City Manager or authorized representative promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- (b) In the event of any claim or suit against the City of Stockton on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed here-

under, the Contractor shall furnish to the City of Stockton, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the City of Stockton except where the Contractor has agreed to indemnify the City.

7. Contract Work Hours and Safety Standards Act - Overtime Compensation

This contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

(b) Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the City of Stockton for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph (a).

(c) Withholding for unpaid wages and liquidated damages.

The Stockton City Manager may withhold from the Prime Contractor, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated

damages as provided in the provisions of paragraph (b).

- (d) Subcontracts. The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.
- (e) Records. The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three years from the completion of the contract.

8. Equal Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) With respect to employment in carrying out the program objectives, the contractor agrees: (a) that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin; (b) that it shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin; and that such affirmative action shall include, but not be limited to the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training including apprenticeship, and participation in recreational and educational activities; (c) that it shall post in conspicuous places available to employees and applicants for employment notices to be provided by HUD setting forth the provisions of this non-discrimination clause; (d) that it shall, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin; (e) that it shall cause the provisions of this non-discrimination clause to be inserted in all subcontracts for any work covered by this notice of grant award so that such provisions will be binding upon each subcontractor provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials; (f) that it shall keep such records and submit such reports concerning the racial and ethnic origin of employees and applicants for employment as HUD may require; and (g) that it shall comply with such rules, regulations or guidelines as HUD may issue to implement these requirements.

- (b) Compliance with Title VIII of the Civil Rights Act of 1968; Section 3 of the Housing and Urban Development Act of 1968; and Title VI of the Civil Rights Act of 1964. The Grantee shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601); Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the regulations and requirements issued by HUD pursuant thereto (24 C.F.R. Part 135); and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and regulations and requirements issued by HUD pursuant thereto (24 C.F.R. Part 1). Title VI provides that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from HUD. The regulations issued by HUD pursuant to Title VI provide in part as follows: employment discrimination is prohibited where such practices tend to result in unequal treatment of persons who are or should be benefitting from the grant aided activity; denial of the opportunity to participate as a member of a planning or advisory body which is an integral part of the program is prohibited; a recipient must take affirmative action to correct effects of past discrimination; a recipient must take affirmative action to overcome the effects of conditions which have resulted in limiting participation by persons of a particular group; and racial and ethnic data must be made available to HUD showing the extent of compliance with Title VI and implementing regulations.
- (c) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (d) The Contractor will include the provisions of paragraphs (a) through (d) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for

noncompliance. PROVIDED, HOWEVER, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

9. Officials Not to Benefit

No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

10. Utilization of Small Business Concerns

- (a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.
- (b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

11. Utilization of Concerns in Labor Surplus Areas

(The following clause is applicable if this contract exceeds \$5,000.)

- (a) It is the policy of the Government to award contracts to labor surplus area concerns that (1) have been certified by the Secretary of Labor (hereafter referred to as certified eligible concerns with first or second preferences) regarding the employment of a proportionate number of disadvantaged individuals and have agreed to perform substantially (i) in or near sections of concentrated unemployment or underemployment or in persistent or substantial labor surplus areas or (ii) in other areas of the United States, respectively, or (2) are noncertified concerns which have agreed to perform substantially in persistent or substantial labor surplus areas where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy.

- (b) In complying with paragraph (a) of this clause and with paragraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns", the Contractor in placing his subcontracts shall observe the following order to preference: (1) Certified-eligible concerns with a first preference which are also small business concerns; (2) other certified-eligible concerns with a first preference; (3) certified-eligible concerns with a second preference which are also small business concerns; (4) other certified-eligible concerns with a second preference; (5) persistent or substantial labor surplus area concerns which are also small business concerns; (6) other persistent or substantial labor surplus area concerns; and (7) small business concerns which are not labor surplus area concerns.

ADDITIONAL SOLICITATION INSTRUCTIONS AND CONDITIONS

1. Preparation of Proposal. Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the Offeror's lack of cost consciousness.
 - A. All proposals shall be arranged informally in four parts as follows:
 1. Technical Approach
 - a. Exceptions or suggested changes to the Statement of Work and/or other material provided; explain in detail.
 - b. Time for completion; i.e., submission of draft of final report, if not otherwise indicated in the Scope of Work, or Task Description.
 - c. Sequence of steps to be taken in order to achieve the objectives of the Work Statement, or Task Description.
 - d. Proposed subcontracting and use of Consultants, indicating nature, purpose, scope of work to be performed by subcontract and/or consultant.
 2. Personnel
 - a. Resume of each professional employee, including any company official, specifying full name, date, and place of birth, who will be assigned to work under the contract, and amount of man-days of effort to be expended by each.
 - b. Direct experience of selected personnel on related work derived from previous employment or during employment by Offeror, and titles and responsibilities of the various personnel as they will be applicable to the resultant contract.
 - c. Resume of proposed consultant(s) including full name, date and place of birth, who will be assigned to work under the contract, nature of work to be performed and amount of man-days of effort to be expended.

- d. Similar information as in a. and b. above, regarding proposed subcontractors should be submitted insofar as such information is known at time of submission of proposal. Indicate any affiliation between Offeror and each proposed subcontractor.
 - e. Other information as may be useful in assisting in evaluation of proposed personnel.
3. Cost - Although this Request for Proposal contemplates the issuance of a fixed price contract, the following details are requested so that a fair evaluation may be made:
- a. Direct Labor hours and rates, broken down by personnel classification;
 - b. Overhead rates;
 - c. Material cost, excluding equipment and services;
 - d. Computer charges;
 - e. Equipment costs;
 - f. Subcontracting costs;
 - g. Consultant fees including rates in detail, by consultant, and basis for remuneration;
 - h. Cost of clerical and secretarial support, if not included in overhead;
 - i. Travel and per diem while in travel status;
 - j. Profit factor or fee, or other basis;
 - k. Total fixed price; Note: In the event work is to be performed in phases, the detailed cost of each phase must be shown.
 - l. Information whether the rates included in the proposal have been approved by a cognizant Government audit agency for bidding purposes, and whether the labor rates are actual or projected;
 - m. Name, address and telephone number of Cognizant Government Auditor.

4. Contractor Background Information

- a. A general history of Offeror's operating organization; a full description of experience, and full name, title, date and place of birth of each of the principal officials of the Offeror's firm.

1. Security Clearance Information

Offerors should indicate whether or not they have been granted security clearances, citing such information as: Name of agency granting clearance, date, type -- such as top secret, secret, confidential, for key personnel, and the like.

2. Size of Business

Offer shall include the following information:

- a. Average number of employees (Including affiliates) for four (4) preceding calendar quarters.
 - b. Average annual sales or receipts for preceding three (3) fiscal years.
 - b. A representative listing of all contracts of a similar nature performed by the Offeror within the last three (3) years, including a brief description of each, and the person, firm or Government Agency for whom the contract was performed.
 - c. Attach or otherwise include in your proposal, a copy of last year's annual report, or balance sheet and operating statement, indicating whether the accounts are maintained on accrual or cash basis.
2. Acceptance Time. The City of Stockton requires a minimum of 30 calendar days after the closing date for submission of proposals for evaluation, acceptance and award purposes. Offerors shall indicate the period of time their proposal will be subject to acceptance. If no time is stated, it will be assumed that 45 days is intended.
 3. Late Proposals. The City of Stockton reserves the right to consider proposals or modifications thereof received after the date indicated for such purposes, but before award, should such action be in the interest of the Government.

4. Telegraphic Proposals. Telegraphic proposals will not be considered although proposals may be modified by telegraphic notice.
5. Authority to Bind Offerors. Offeror's proposal should include, (1) name and title of individuals with authority to contractually bind the offeror, and (2) a person who may be contacted during the period of evaluation of proposals and for prompt contract administration upon award of contract. This information shall include: Name, Title, Address, Telephone Number and Area Code.
6. Authority to Obligate City of Stockton
The Stockton City Manager or his authorized representative is the only individual who can legally commit or obligate the City to the expenditure of public funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific written authorization from the City Manager or his authorized rep.
7. Award of Contract. Proposals will be evaluated principally on the criteria outlined in a. through c., below:
 - a. General Quality and Responsiveness of Proposal
 1. Completeness and thoroughness
 - a. Recognition of over-all concept and objectives.
 - b. Responsiveness of requirements, and terms and conditions.
 - c. Consideration of related factors.
 - b. Organization and Personnel
 1. Evidence of good organization and management practices.
 - a. Experience of the Director or principal investigator in the area of study and his demonstrated competence for performing or directing work in that area.
 - b. Experience, education, background, and record of past accomplishment appropriate to the Statement of Work of assigned personnel.
 - c. Extent of subcontracting, hiring of temporary consultants and recruitment of key personnel including background and experience.
 - d. Quality of personnel is generally supported by the salary scales.

c. Technical Approach

1. Project Planning

- a. Logical approach to achieve objectives and to accomplish Statement of Work, or Task Description.
- b. Merit, if any, of offeror's suggested changes or revisions to the Statement of Work, or Task Description.
- c. Proposed man-hours of effort are reasonable, realistic, and necessary.

d. Cost

1. Economic Efficiency

- a. Reasonableness of overall cost.
- b. Cost as related to the level of effort.
- c. Cost as related to budgetary limitations.

- e. It is the policy of the City of Stockton that contracts shall be awarded only to responsible prospective contractors. In order to qualify as responsible, a prospective contractor must, in the opinion of the Stockton City Manager or his authorized rep., comply in all material respects, with this solicitation; and meet the following standards (and such other standards specified herein) as they relate to the procurement outlined in this solicitation.
- (1) Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
 - (2) Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them (including probable subcontractor arrangements);
 - (3) Is able to comply with the proposed or required time of delivery or performance schedule;
 - (4) Has a satisfactory record of integrity, judgment, and performance (contractors which are seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall, in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill this requirement);
 - (5) Appear to be able to conform to the requirements

of the Equal Opportunity Clause (see clause 8 of the General Provisions - CS #4),

- (6) Is otherwise qualified and eligible to receive an award under applicable laws and regulations;
 - (a) Acceptable evidence of "ability to obtain" financial resources, experience, organization, technical qualifications, skills, and facilities (see (1) and (2) above) generally shall be a firm commitment or arrangement for the rental, purchase, or other acquisition thereof.
- f. Offerors are requested to furnish such information as is necessary to assist the Stockton City Manager or his authorized representative in determining whether or not the offeror is "responsible" within the meaning of e. above, such information to be included under Section 1.A.4. entitled "Contractor Background Information".
- g. The proposal will be judged as an example of the Offeror's ability to prepare a well organized, logical, understandable report.
- 8. Revised and/or Additional Provisions. The Stockton City Manager or his authorized representative reserves the right to revise any article or clause of any provision, or to add or delete any article or clause prior to award of a contract. In addition, any resultant contract will include such other provisions as are required by the Federal or State Regulations in effect as of the date of such contract, and such other provisions as may be mutually agreed upon.
- 9. Failure to Furnish Information Requested. Failure to furnish the information requested, or to submit a proposal in the form outlined herein, may result in the Offeror's proposal being considered "non-responsive" and thus not eligible for award.
- 10. Certification of Nonsegregated Facilities. (Applicable to contracts, subcontracts, and agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not

permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES

A Certification of Nonsegregated Facilities as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The Certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, seminannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

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